

**Exhibit 1**

IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF MASSACHUSETTS  
CENTRAL DIVISION

---

HEWLETT-PACKARD COMPANY, )  
and HEWLETT-PACKARD )  
DEVELOPMENT COMPANY, L.P. )  
Plaintiffs, ) Civil Action No.:  
 ) 05-40153-(FDS)  
 )  
v. )  
 )  
ICL NETWORK SOLUTIONS )  
(HK) LIMITED )  
Defendant. )  
)

---

DECLARATION OF IRENE CHUA

1. My name is Irene Chua, and I am an owner of ICL Network Solutions (HK) Limited. I have been with the company since June 23, 2004.
2. This declaration is made based on my personal knowledge, and I am competent to testify to the subjects herein should I be called upon to do so.
3. ICL Network Solutions (HK), Ltd. was founded on March 30, 2004 and is an independent distributor for various networking and storage products.
4. ICL Network Solutions is a small, privately held Limited Hong Kong company. Our registered business address is 1601-1603 Kinwick Centre, 32 Hollywood Road, Central, Hong Kong. Our telephone and fax numbers are likewise in Hong Kong, and so are Hong Kong exchanges: Telephone: (852) 2851-2272 and Fax: (852) 2545-0550. We are not listed in any U.S. directory.

5. ICL Network Solutions have no place of business, no employees, no sales representatives, no distributors and no agents in Massachusetts or anywhere in the United States, and our company is not licensed to do business anywhere in that country, and we do not pay taxes there.
6. ICL Network Solutions also have no offices, no property, no personnel, no manufacturing facilities, and no bank accounts in the U.S.
7. Our company does not advertise in any U.S. magazine or newspaper, and ICL Network Solutions attends no trade shows in the U.S.
8. Customers purchase products from us by contacting us.
9. Our products are always new, in unopened boxes, unless they are specified as refurbished, used, pulls, etc. ICL Network Solutions do not open the boxes when the goods are delivered to us by the vendor. We deliver in the same condition and state as it was delivered to us, without altering anything whatsoever.
10. Our company has only recently started offering hardware products, and we were shocked to learn that Hewlett Packard believes that products we were sold are not real Hewlett Packard products. We purchased them in good faith from a reputable company located in China.
11. The products appeared to us to be in the original packaging. We did not design, reproduce, manufacture, or have them made in the U.S., or anywhere else. And in particular, ICL Network Solutions has never designed, manufactured, or sold any accused hard drives in Massachusetts.

12. In fact, we have been very careful to properly use the trademarks of others, and have made sure to advise the public of their rights. As an example, this is the statement that appears throughout our company's website: "All SUN, Compaq, Cisco, 3COM, Hewlett Packard and IBM products and product service names mentioned herein and in linked pages are trademarks, or registered trademarks of their respective owners/companies or mark holders. ICL Network Solutions (HK) Ltd. is an independent dealer and is in no way affiliated with Sun Microsystems or any other company."

13. ICL Network Solutions did sell the same part number that Hewlett Packard complains about to a customer back in July of this year. Copies of those invoices, redacted to preserve our customer's confidentiality, are attached as Exhibit A.

14. Our company received payments from that customer over several days in July 2005, directly to our Hong Kong bank. The payments were TT (telegraphic transfer) in advance, and our customer made full payment before we released the products to them. In Exhibit B are redacted copies of the statements from our bank account showing the wire transfers.

15. The products were in our vendor's warehouse in China when we received payment in full from our customer, and only upon receipt of payment did we place the order to our vendor.

16. ICL Network Solutions do not now own the products that Hewlett Packard is objecting to, and did not own them at the time we were sued.

17. As our company's invoice states, "Title and risk of loss for the goods identified in this invoice pass to the Buyer upon receipt by Seller of Buyer's payment in full."
18. We have had no control over the products we sold since they were sold back in July of 2005.
19. We did not hire the freight forwarder, Worcester Air Freight, mentioned in the complaint and we have never communicated with them or done any business with them. We cannot control what they do.
20. At the request of our customer, we did inquire whether a California company identified by our customer would be interested in acquiring the hard drives from our customer, but we did so as a favor, not as the owners of the goods. In fact, the cost of shipping the samples to that company from our customer's warehouse were not paid for by us.
21. As far as we know, this is the first time any Hewlett Packard products that we have sold ever arrived in Massachusetts, although I suppose it is possible that some product reached the U.S. without our knowledge, since our customers have no obligation to tell us what they do with the hardware after purchase.
22. I see that Hewlett Packard thinks ICL Network Solutions sold some products to Computer Superstore, Fred Farahmand, The Comp Ltd., Hersel Neman, or Robert Neman back in 2003. ICL Network Solutions never sold any products to

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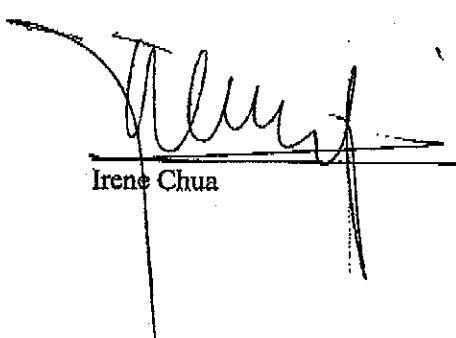
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21. I see that Hewlett Packard thinks ICL Network Solutions sold some products to Computer Superstore, Fred Farahmand, The Comp Ltd., Hersel Neman, or Robert Neman back in 2003. ICL Network Solutions never sold any products to these companies or people, and could not have done since ICL Network Solutions was not incorporated until 2004.

I hereby swear under the pains and penalties of perjury that the foregoing is true to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NOT.

Sept 26, 2005  
Date

  
Irene Chua

**Exhibit A**

1601-03 Kinwick Centre  
 32 Hollywood Road, Central Hong Kong  
 Phone: (852) 2851 2272  
 Fax: (852) 2545 0550

Date	Number
7/21/2005	1303

Bill to

REDACTED

Ship to

REDACTED

PO NUMBER	TERMS	SHIP DATE	SHIP VIA	Ex WORKS
000612	TT in Advance	7/21/2005	DHL	Hong Kong
QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
120	286778-B22	72.8GB U320 SCSI 15KRPM Serial Nos.: 705QLSJ13F, 703ILSJ13F, 7032LSJ13F, 7033LSJ13F, 7034LSJ13F, 7035LSJ13F, 7036LSJ13F, 7037LSJ13F, 7038LSJ13F, 7039LSJ13F, 703ALSJ13F, 703BLSJ13F, 703CLSJ13F, 703DLSJ13F, 703ELSJ13F, 703FLSJ13F, 703GLSJ13F, 703HLSJ13F, 703JLSJ13F, 703KLSJ13F, 703LLSJ13F, 703MLSJ13F, 703NLSJ13F, 703PLSJ13F, 703QLSJ13F, 703RLSJ13F, 703SLSJ13F, 703TLSJ13F, 703ULSJ13F, 703VLSJ13F, 703WLSJ13F, 703XLSJ13F, 703YLSJ13F, 703ZLSJ13F, 7041LSJ13F, 7042LSJ13F, 7043LSJ13F, 7044LSJ13F, 7045LSJ13F, 7046LSJ13F, 7047LSJ13F, 7048LSJ13F, 7049LSJ13F, 704ALSJ13F, 704BLSJ13F, 704CLSJ13F, 704DLSJ13F, 704ELSJ13F, 704FLSJ13F, 704GLSJ13F, 704HLSJ13F, 704JLSJ13F, 704KLSJ13F, 704LLSJ13F, 704MLSJ13F, 704NLSJ13F, 704PLSJ13F, 704QLSJ13F, 704RLSJ13F, 704SLSJ13F, 704TLSJ13F, 704ULSJ13F, 704VLSJ13F, 704WLSJ13F, 704XLSJ13F, 704YLSJ13F, 704ZLSJ13F, 7051LSJ13F, 7052LSJ13F, 7053LSJ13F, 7054LSJ13F, 7055LSJ13F, 7056LSJ13F, 7057LSJ13F, 7058LSJ13F, 7059LSJ13F, 705ALSJ13F, 705BLSJ13F, 705CLSJ13F, 705DLSJ13F, 705ELSJ13F, 705FLSJ13F, 705HLSJ13F, 705JLSJ13F, 705KLSJ13F, 705LLSJ13F, 705NLSJ13F, 705PLSJ13F,	REDACTED	

IN BEHALF OF ICL NETWORK SOLUTIONS (HK) LTD.

90 Days Warranty

Total REDACTED

Authorized Signatory

Title and risk of loss for the goods identified in this invoice pass to the Buyer upon receipt by Seller or Buyer's payment in full. Buyer agrees to comply with US and Canada export laws, and all laws of the importing country. Products should not be sold or diverted to any organizations, countries, or any end-users, whether your customer or your customer's customer who are involve or identified as engaging in activities related to nuclear / chemical / biological weapons or missile technology or other activities related to the proliferation or weapons of mass destruction. All such end-users / applications require Individual Validated Export Licenses (IVL's) from the US Department of Commerce. Payment by the Buyer constitutes the acceptance of the terms and conditions of this Invoice which supercede any inconsistent or additional terms or conditions previously proposed by either the Buyer or the Seller.

**RETURN CLAUSE:** Our Return Merchandise Agreement (RMA) gives you a maximum of 30 days (or less depending on ICL Vendor's own policy, but not to go below 15 days) within which to return an item. Failure to comply will automatically render the item as sold and customer forfeits its right to return. The allowable time frame is valid from date of acceptance by ICL, for reasons such as factory defect, faulty performance (subject to test at depot), or wrong item delivered. Any reason other than what have been specified is subject to deliberation by ICL---upon acceptance however, a restocking fee of 20% will be charged and shall be deemed payable prior to return. ICL will shoulder freight expense for all returned merchandise. An item for return that lapses into

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Bill to

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Ship to

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		<p>705QLSJ13F, 705RLSJ13F, 705TLSJ13F,    705ULSJ13F, 705VLSJ13F, 705WLSJ13F, 705XLSJ13F,    705YLSJ13F, 705ZLSJ13F, 7061LSJ13F,    7062LSJ13F, 7063LSJ13F, 7064LSJ13F, 7065LJ13F,    7066LSJ13F, 7067LSJ13F, 7068LSJ13F,    7069LSJ13F, 706ALSJ13F, 706BLSJ13F,    706CLSJ13F, 706DLSJ13F, 706FLSJ13F, 706HLSJ13F    706JLSJ13F, 706KLSJ13F, 706LLSJ13F, 706NLSJ13F,    705GLSJ13F, 705MLSJ13F, 706MLSJ13F    &amp; 706GLSJ13F</p> <p>Country of Origin: China</p> <p>Harmonized Code: 8473.30.0000</p> <p>PRODUCTS ARE MADE OF PLASTIC AND ALLOY METAL</p> <p>PRICES ARE IN U.S. DOLLAR</p>	<p>160 kgs    20 cartons    80 x 88 x 38 cm.</p> <p>195 - 2087 - 920</p> <p>HKD 266,076.00    56049 M3 COOBIN</p>	

IN BEHALF OF ICL NETWORK SOLUTIONS (HK) LTD.



90 Days Warranty

Total REDACTED

Authorized Signatory

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501-03 Kinwick Centre  
 2 Hollywood Road, Central Hong Kong  
 phone: (852) 2851 2272  
 fax: (852) 2545 0550

Date	Number
7/13/2005	1293

Bill to

Ship to

REDACTED

REDACTED

PO NUMBER	TERMS	SHIP DATE	SHIP VIA	Ex WORKS
000612	TT in Advance	7/13/2005	DHL	Hong Kong
QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
80	286776-B22	<p>36GB 15K RPM Hard Disk Drive for ML570</p> <p>Serial Nos.:</p> <p>07GLSH11D, 7181LSH11D, 7067LSH11D, 7068LSH11D,    7069LSH11D, 706ELSH11D, 706QLSH11D,    706TLSH11D, 706WLSH11D, 707DLSH11D, 707FLSH11D,    707HLSH11D, 707JLSH11D, 707KLSH11D,    7110LSH11D, 7111LSH11D, 7112LSH11D, 7113LSH11D,    7114LSH11D, 7115LSH11D, 7116LSH11D,    7117LSH11D, 7118LSH11D, 7119LSH11D, 7120LSH11D,    7121LSH11D, 7122LSH11D, 7124LSH11D,    7125LSH11D, 7127LSH11D, 7128LSH11D, 7129LSH11D,    7130LSH11D, 7131LSH11D, 7132LSH11D,    7133LSH11D, 7134LSH11D, 7135LSH11D, 7136LSH11D,    7137LSH11D, 7138LSH11D, 7139LSH11D,    7140LSH11D, 7141LSH11D, 7142LSH11D, 7143LSH11D,    7144LSH11D, 7145LSH11D, 7146LSH11D,    7147LSH11D, 7148LSH11D, 7149LSH11D, 7151LSH11D,    7152LSH11D, 7153LSH11D, 7154LSH11D,    7155LSH11D, 7156LSH11D, 7157LSH11D, 7158LSH11D,    7159LSH11D, 7160LSH11D, 7161LSH11D,    7162LSH11D, 7163LSH11D, 7165LSH11D, 7166LSH11D,    7167LSH11D, 7168LSH11D, 7169LSH11D,    7170LSH11D, 7171LSH11D, 7172LSH11D, 7173LSH11D,    7174LSH11D, 7180LSH11D, 7181LSH11D    7182LSH11D, 7186LSH11D &amp; 7302LSH11D</p> <p>Country of Origin: China</p> <p>Harmonized Code: 8473.30.0000</p>	<p>REDACTED</p> <p>70x63x38 cm (7cfs)</p> <p>16x33x26 cm (1cfs)</p> <p>185 0930 705</p> <p>117 kgs</p> <p>HKD. \$1181.878.50</p> <p>5A3491M7COOB92A</p>	

N BEHALF OF ICL NETWORK SOLUTIONS (HK) LTD.



90 Days Warranty

Total

Authorized Signatory

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1601-03 Klnwick Centre  
 32 Hollywood Road, Central Hong Kong  
 Phone: (852) 2851 2272  
 Fax: (852) 2545 0550

Date	Number
7/13/2005	1293

Bill to

Ship to

REDACTED

REDACTED

PO NUMBER	TERMS	SHIP DATE	SHIP VIA	EX WORKS
000612	TT in Advance	7/13/2005	DHL	Hong Kong
QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		PRODUCTS ARE MADE OF PLASTIC AND ALLOY METAL  PRICES ARE IN U.S. DOLLARS		

IN BEHALF OF ICL NETWORK SOLUTIONS (HK), LTD.

90 Days Warranty

Total REDACTED

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## Bill to

REDACTED

## Ship to

REDACTED

PO NUMBER	TERMS	SHIP DATE	SHIP VIA	Ex WORKS
000612	TT in Advance	7/16/2005	DHL	Hong Kong
QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
119	286776-B22	<p><b>36GB 15K RPM Hard Disk Drive for ML570</b></p> <p>Country of Origin: China</p> <p>Harmonized Code: 8473.30.0000</p> <p>PRODUCTS ARE MADE OF PLASTIC AND ALLOY METAL</p> <p>PRICES ARE IN U.S. DOLLAR</p>		

IN BEHALF OF ICL NETWORK SOLUTIONS (HK) LTD.



Authorized Signatory

90 Days Warranty

Total REDACTED

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1601-03 Kinwick Centre  
 32 Hollywood Road, Central Hong Kong  
 Phone: (852) 2851 2272  
 Fax: (852) 2545 0550

INVOICE

Date	Number
7/15/2005	1295

Bill to

REDACTED

Ship to

REDACTED

PO NUMBER	TERMS	SHIP DATE	SHIP VIA	Ex WORKS
000612	TT in Advance	7/15/2005	DHL	Hong Kong
QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
90	286778-B22	<p>72.8GB U320 SCSI 15KRPM</p> <p>202BLSJ13F, 7001LSJ13F, 7002LSJ13F, 7003LSJ13F,    7004LSJ13F, 7005LSJ13F    7006LSJ13F, 7007LSJ13F, 7008LSJ13F, 7009LSJ13F,    700ALSJ13F, 700BLSJ13F    700CLSJ13F, 700DLSJ13F, 700ELSJ13F, 700FLSJ13F,    700GLSJ13F, 700HLSJ13F    700JLSJ13F, 700KLSJ13F, 700LLSJ13F, 700MLSJ13F,    700NLSJ13F, 700PLSJ13F    700QLSJ13F, 700RLSJ13F, 700SLSJ13F, 700TLSJ13F,    700ULSJ13F, 700VLSJ13F    700VLSJ13F, 700WLSJ13F, 700XLSJ13F,    700YLSJ13F, 700ZLSJ13F, 7011LSJ13F    7012LSJ13F, 7013LSJ13F, 7014LSJ13F, 7015LSJ13F,    7016LSJ13F, 7016LSJ13F    7017LSJ13F, 7018LSJ13F, 7019LSJ13F, 701ALSJ13F,    701BLSJ13F, 701CLSJ13F    701DLSJ13F, 701ELSJ13F, 701FLSJ13F, 701GLSJ13F,    701HLSJ13F, 701JLSJ13F    701KLSJ13F, 701LLSJ13F, 701MLSJ13F,    701NLSJ13F, 701PLSJ13F, 701QLSJ13F    701RLSJ13F, 701SLSJ13F, 701TLSJ13F, 701ULSJ13F,    701VLSJ13F, 701WLSJ13F    701XLSJ13F, 701YLSJ13F, 701ZLSJ13F, 7022LSJ13F,    7023LSJ13F, 7024LSJ13F    7025LSJ13F, 7027LSJ13F, 7028LSJ13F, 7029LSJ13F,    702ALSJ13F, 702CLSJ13F</p>	<p>REDACTED</p> <p>195 2037 942</p> <p>50 X 88 34cm    15 ctns</p> <p>125 kg</p> <p>HKD 200, 257.20</p> <p>HK 34917 COO B99</p>	

IN BEHALF OF ICL NETWORK SOLUTIONS (HK), LTD.



Authorized Signatory

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90 Days Warranty

Total

1601-03 Kinwick Centre  
 32 Hollywood Road, Central Hong Kong  
 Phone: (852) 2851 2272  
 Fax: (852) 2545 0550

Date	Number
7/15/2005	1296

Bill to

REDACTED

Ship to

REDACTED

PO NUMBER	TERMS	SHIP DATE	SHIP VIA	Ex WORKS
000612	TT in Advance	7/15/2005	DHL	Hong Kong
QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		702DLSJ13F, 702ELSJ13F, 702FLSJ13F, 702GLSJ13F, 702HLSJ13F, 702ILSJ13F 702JLSJ13F, 702KLSJ13F, 702LLSJ13F, 702MLSJ13F, 702NLSJ13F & 702PLSJ13F		

IN BEHALF OF ICL NETWORK SOLUTIONS (HK), LTD.



Authorized Signature

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REDACTED

REDACTED

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QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		Country of Origin: China Harmonized Code: 8473.30.0000 <b>PRODUCTS ARE MADE OF PLASTIC AND ALLOY METAL</b> <b>PRICES ARE IN U.S. DOLLAR</b>		

IN BEHALF OF ICL NETWORK SOLUTIONS (HK) LTD.

Authorized Signatory

90 Days Warranty

Total REDACTED

Title and risk of loss for the goods identified in this invoice pass to the Buyer upon receipt by Seller or Buyer's payment in full. Buyer agrees to comply with US and Canadian export laws, and all laws of the importing country. Products should not be sold or diverted to any organizations, countries, or any end-users, whether your customer or your customer's customer who are involve or identified as engaging in activities related to nuclear / chemical / biological weapons or missile technology or other activities related to the proliferation or weapons of mass destruction. All such end-users / applications require Individual Validated Export Licenses (IVL's) from the US Department of Commerce. Payment by the Buyer constitutes the acceptance of the terms and conditions of this Invoice which supercede any inconsistent or additional terms or conditions previously proposed by either the Buyer or the Seller.

**RETURN CLAUSE:** Our Return Merchandise Agreement (RMA) gives you a maximum of 30 days (or less depending on ICL Vendor's own policy, but not to go below 15 days) within which to return an item. Failure to comply will automatically render the item as sold and customer forfeits its right to return. The allowable time frame is valid from date of acceptance by ICL, for reasons such as factory defect, faulty performance (subject to test at depot), or wrong item delivered. Any reason other than what have been specified is subject to deliberation by ICL---upon acceptance however, a restocking fee of 20% will be charged and shall be

**Exhibit B**



FX SETTLEMENT DEPARTMENT - REMITTANCE SECTION

CREDIT ADVICE

ICL NETWORK SOLUTIONS (HK) LTD  
SUITES 1-3 16/F KINWICK CTR  
32 HOLLYWOOD ROAD  
CENTRAL  
HONG KONG

DATE: 06 JUL 2005

A/C NO. **REDACTED**

**REDACTED**

USD \*\*\*\*\* **REDACTED** HAS BEEN CREDITED TO YOUR ACCOUNT TODAY

BEING REMITTANCE FROM WELLS FARGO BK NA SAN FRANCISCO

FOR USD \*\*\*\*\*

BY ORDER OF **REDACTED**

ORDERING INSTITUTION:

PAYMENT DETAILS : /RFB/000000151  
PO612

OUR REF NO.: TT50706320-00

COMPUTER GENERATED ADVICE, NO AUTHORISED SIGNATURE(S) IS(ARE) REQUIRED.



FX SETTLEMENT DEPARTMENT - REMITTANCE SECTION

CREDIT ADVICE

TCL NETWORK SOLUTIONS (HK) LTD  
SUITES 1-3 16/F KINWICK CTR  
32 HOLLYWOOD ROAD  
CENTRAL  
HONG KONG

DATE: 07 JUL 2005

**REDACTED**

A/C NO.

USD ~~XXXXXX~~ HAS BEEN CREDITED TO YOUR ACCOUNT TODAY

BEING REMITTANCE FROM WELLS FARGO BK MA SAN FRANCISCO

FOR USD ~~XXXXXX~~

**REDACTED**

BY ORDER OF:

ORDERING INSTITUTION: **REDACTED**

PAYMENT DETAILS: /RFB/000000152

OUR REF NO: TT50707552-00

COMPUTER GENERATED ADVICE, NO AUTHORISED SIGNATURE(S) IS (ARE) REQUIRED.



FX SETTLEMENT DEPARTMENT - REMITTANCE SECTION

CREDIT ADVICE

ICL NETWORK SOLUTIONS (HK) LTD  
SUITES 1-3 16/F KINWICK CTR  
32 HOLLYWOOD ROAD  
CENTRAL  
HONG KONG

DATE: 18 JUL 2005

A/C NO. **REDACTED**

USD \*\*\*\*\* **REDACTED** HAS BEEN CREDITED TO YOUR ACCOUNT TODAY.

BEING REMITTANCE FROM WELLS FARGO BK NA SAN FRANCISCO

FOR USD \*\*\*\*\*

BY ORDER OF **REDACTED**

ORDERING INSTITUTION: **REDACTED**  
PAYMENT DETAILS : /RFB/000000157

OUR REF NO.: TT50718458-00

COMPUTER GENERATED ADVICE, NO AUTHORISED SIGNATURE(S) IS (ARE) REQUIRED.